

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 35 TO LEASE NO. GS-11B-01842
ADDRESS OF PREMISES 2115 E. JEFFERSON ST. ROCKVILLE, MD 20852	PDN Number:

THIS AMENDMENT is made and entered into between

GPT PROPERTIES TRUST

whose address is: 255 Washington St., Suite 300
Newton, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for an additional 14.5 month term from November 17, 2020 through January 31, 2022, on the following terms and conditions.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 17, 2020, as follows:

- A.** The term of the Lease is hereby extended for an additional period of 14.5 months, commencing November 17, 2020 and expiring on January 31, 2022, subject to the Government's termination right set forth in Paragraph E below.
- B.** Effective November 17, 2020 through January 31, 2022, the Government shall pay the Lessor fully serviced annual rent of \$2,825,802.00 (equivalent to \$31.50 per RSF for 89,708 RSF) payable at a rate of \$235,483.50 per month in arrears (inclusive of CPI adjustments accrued through November 1, 2020), subject to continuing annual adjustments for increases or decreases in operating costs and real estate taxes in accordance with the terms previously established under the Lease. Rent for a lesser period shall be prorated. The foregoing annual rent does not include any tenant improvement allowance. Notwithstanding the foregoing, the full service rent due for the period January 1, 2022 through January 31, 2022 shall be abated in its entirety. Should the Government occupy the space beyond the expiration date of January 31, 2022 as a holdover tenant, the Government shall be obligated to resume paying rent at a rate of \$235,483.50 per month in arrears (inclusive of CPI adjustments accrued through November 1, 2020), subject to continuing annual adjustments for increases or decreases in operating costs and real estate taxes.

This Lease Amendment contains 6 pages, inclusive of attachments.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

GPT PROPERTIES TRUST

BY:

(b) (6)

Name: Christopher J. Bilotto

Title: Vice President

Date: 12/4/2020

FOR THE GOVERNMENT:

DocuSigned by:

James Phelan

Signature:

Name: James Phelan

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: 1/15/2021

WITNESSED FOR THE LESSOR BY:

Signature:

(b) (6)

Name: Zachary Golden

Title: Associate General Counsel

Date: 12/4/2020

- C. Notwithstanding the foregoing, the Government may terminate this Lease effective at any time on or after August 31, 2021, by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- D. Pursuant to Paragraph 3.2 of the Lease "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 69.7329% and the total building square footage is determined to be 128,645 BOMA rentable square feet. The Real Estate Tax Base shall remain unchanged at \$159,730.24.
- E. Pursuant to Paragraph 3.4 of the Lease "Operating Costs", the escalated operating costs as of November 1, 2020 are (b) (4). For purposes of calculating the operating cost adjustment effective November 2, 2020, the escalated operating costs shall be (b) (4). The operating cost adjustment due November 2, 2020 shall be paid to the Lessor in addition to the annual rent stated in Paragraph B of this LA.
- F. Savills Inc. is the only authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Savills Inc. have agreed to a cooperating lease commission of (b) (4) of the lease value for the firm term, from November 17, 2020 through August 31, 2021. The total amount of the Commission is (b) (4), which is earned upon execution of this Lease Amendment, and is payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to Savills Inc., with the remaining (b) (4), which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.
- The shell portion of the rental payments due and owing for the month of November 2020 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:
- November 2020 Rental Payment of (b) (4) minus the Commission Credit of (b) (4) equals (b) (4) adjusted November 2020 Rent.
- G. The Government shall accept and continue to occupy the leased premises in their "as-existing" condition. The acceptance of the premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease which shall be performed in accordance with the standards set forth in the Lease. Lessor represents that, to Lessor's knowledge, the premises are in good repair and tenantable condition as of the date hereof. Lessor shall have no further obligation to perform cyclical painting or carpet replacement.
- H. The Government shall continue to have the right to control access to the parking lot for as long as the Government is the sole tenant in the building and no space in the building is leased to a non-federal tenant. Except as otherwise provided by Paragraph 7.10(E) of the Lease, in the event that the Government is not the sole tenant in the building and space in the building is leased to a non-federal tenant, the Government shall: (i) be entitled to procure only its percentage of occupancy share of the parking, (ii) raise the parking gate arms, (iii) remove the security guard from the parking lot, (iv) turn off and disconnect the data watch access control system at the parking gates, and (v) no longer have the right to (A) inspect vehicles, (B) control access to the parking lot, (C) stack park cars, or (D) retain a parking attendant. The cost for parking in the parking lot for the term commencing on November 17, 2020 will be negotiated in a separate agreement between Lessor and the Government, acting by and through the National Institutes of Health.
- I. The Government shall continue to have the right to implement access control measures within its leased office space and as otherwise provided by Paragraph 7.10(E) of the Lease. In addition, the Government shall continue to have the right to house its security guards and desk in the main building lobby for as long as the Government is the sole tenant in the building and no space in the building is leased to a non-federal tenant. Effective November 17, 2020, and continuing until such time as any office space in the building is occupied by a non-federal tenant, the Government and Lessor shall cooperate and work together in good faith to limit access to unoccupied, non-federally leased space by unauthorized persons, and conversely to ensure that authorized persons are granted free access without interference. To that end, the Lessor shall provide the Government with advance notice of all firms and individuals who are authorized to be granted free access to unoccupied, non-federally leased space and/or who are authorized to escort unidentified persons within such space. Such notice shall be provided to both GSA and the tenant agency as follows:

INITIALS:

(b) (6)

LESSOR

&

DS
JP
GOV'T

- a. Jim Phelan, GSA LCO
301 7th St., SW
Room 3660
Washington, DC 20407
Jim.phelan@gsa.gov
- b. Ronald Farrar, NIH FM
6705 Rockledge Dr., Rm 301J
Bethesda, MD 20892
farrarr@ors.od.nih.gov

Such authorization shall continue until revoked by the Lessor unless the notification clearly states that the authorization is for a limited time period only. Such authorized firms and persons shall access unoccupied, non-federally leased space by providing their name and, if requested, providing appropriate identification. If requested by the Lessor, such authorized firms and persons shall also be entitled to escort unidentified persons within unoccupied, non-federally leased space. In the event that non-federal tenants occupy space in the building, the Lessor shall, upon request by the Government and at the Government's sole cost and expense, reprogram the elevators with electronic key pads for secured access by the Government tenants only for all floors which the Government fully occupies.

- J. The attached General Clause Addendum to the Lease, FAR 52.204-25 (AUG 2020) is hereby incorporated into the Lease.
- K. This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this LA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

INITIALS:

(b) (6)

OR

&

DS
JP

GOV'T

General Clause Addendum**Lease No. GS-11B-01842****Lease Amendment No. 35****52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

LESSOR

(b) (6)

GOVERNMENT:

DS
JP

General Clause Addendum
Lease No. GS-11B-01842
Lease Amendment No. 35

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

LESSOR:

(b) (6)

GOVERNMENT:

DS
JP

General Clause Addendum
Lease No. GS-11B-01842
Lease Amendment No. 35

system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR:

(b) (6)

GOVERNMENT:

DS
JP